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#### **Contract Database Metadata Elements**

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Rockville Centre Ufsd And Rockville  
Centre Office Staff Assn

528  
16450

SD  
WC

**A G R E E M E N T**

**Between**

**ROCKVILLE CENTRE UNION FREE SCHOOL DISTRICT**

**And**

**ROCKVILLE CENTRE OFFICE STAFF ASSOCIATION**

**July 1, 1996 to June 30, 2000**

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED**

**FEB 23 1998**

**CONCILIATION**

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## **1. THE AGREEMENT**

### **1.1 Definitions**

As used herein, the following terms shall have these meanings :

- a. "Board" means the Board of Education of the Rockville Centre Union Free School District, Rockville Centre, New York;
- b. "Association" means the Rockville Centre Office Staff Association;
- c. "Employee" means a person employed as an office staff employee, excluding per diem employees. This includes but is not limited to all positions included in the attached salary schedules;
- d. A "ten-month employee" is one whose annual work year is from September 1 through June 30 and follows the approved school calendar with respect to vacation recesses and holidays. All office staff members assigned to elementary schools as well as certain other ten-month employees will work ten months plus an additional ten (10) days at the discretion of the immediate supervisor at a time mutually convenient to the supervisor and the employee, with the approval of the Superintendent of Schools, such ten (10) days to be paid on a per diem basis.
- e. A "Twelve Month" employee is one whose annual work each year is from July 1 through June 30. If the employee was hired prior to July 1, 1976, such employee shall be entitled to twenty (20) days vacation. If hired on or after July 1, 1976, such employee will be entitled to vacation in accordance with the schedule set forth under paragraph 6.4 below. Such vacations may be selected by employees on notice and compatible with administrative needs and efficiency.  
  
"Twelve Month" employees shall follow a calendar determined by the Superintendent which shall include sixteen (16) holidays providing the schools are closed on such holidays. Holiday Schedule is attached.
- f. Notwithstanding (d) above, effective July 1, 1984 office staff members, in the elementary schools only, whose annual work each year is from September 1 through June 30 may in the discretion of the district be required to work up to 11 months

and will follow the approved school calendar with respect to vacation, recesses and holidays. All additional days shall be paid on a pro-rated salary basis. The District will notify office staff members in the elementary schools at least 30 days prior to the implementation of this section.

## **1.2 Negotiating Unit**

- a. The Board does hereby determine that an appropriate employer-employee negotiating unit of its office staff employees consists of all employees, excluding per diem employees, but including part-time employees appointed for a minimum of ten months and exclusively assigned to transportation (one individual), community education (one individual), and Pupil Personnel Services and Special Education (one individual) and does hereby recognize the Rockville Centre Office Staff Association as the exclusive representative of all employees in such unit. Such recognition shall remain in effect to the extent permitted by law.
- 1) Compensation and benefits for part-time employees as defined above will be prorated to the percentage of full time salary and benefits for the job title and months of service.
  - 2) Any time worked beyond their established weekly schedule in their assigned areas will be compensated at the employees' hourly rate.
  - 3) Additional hours worked within the assigned area beyond 35 hours will be compensated at the employees' overtime rate.
  - 4) Any hours worked in areas other than the assigned area must be offered to full time members of the unit before any part-time employees can work that overtime.
  - 5) Part-time employees as defined above will be allotted a pro-rata portion of sick, personal and vacation time. For example: A full time employee works 35 hours per week. If the part-time employee works 17½ hours per week the part-time employee is entitled to 50% of sick, personal leave and vacation time.

6) The Board of Education agrees that any position currently held by a full time employee will be filled by a full time employee in the event that such position becomes vacant. Furthermore, the District agrees to make every effort to fill such a position as expeditiously as possible.

b. Excluded from the negotiating unit are the following confidential and/or managerial employees:

- (i) the Secretary to the Superintendent;
- (ii) the Secretaries to the Assistant Superintendents;
- (iii) the Principal Account Clerk; and
- (iv) the Personnel Secretary

### 1.3 Duration

This agreement shall be effective from July 1, 1996 to June 30, 2000, inclusive.

### 1.4 Priority of Agreement

- a. Where the provisions of the Agreement are in conflict with Board policy or procedures, this Agreement shall govern, except as provided by law.
- b. Nothing contained herein shall be construed to deny or restrict the rights any employee might have under the New York State Education or Civil Service Laws or any other applicable laws and regulations.

### 1.5 Validity of Provisions

If any provision of the Agreement is or becomes legally invalid or legally unenforceable, all other provisions of this Agreement shall nevertheless continue in full force and effect, and the parties will meet within a reasonable period upon request to negotiate in good faith to provide reasonable alternative or substitute terms for such invalid or unenforceable provision. Provided such negotiation shall proceed in good faith, there shall be no obligation to reach agreement on such terms.

## **2. ASSOCIATION STATUS AND RIGHTS**

### **2.1 Right of Organization**

Employees shall have the right to be represented by the Association to negotiate collectively with the Board in determination of salaries and terms of employment and the resolution of grievances.

### **2.2 Records and Reports**

- a. When any employee on an annual salary basis is hired, promoted, or transferred into or between positions listed in the schedule, the Board will notify the President of the Association in writing, giving name, address, position, step, and assignment. The President may examine salary records of employees upon request.
- b. The Association shall keep the Board advised of the names of its authorized representatives (and their alternates, if designated) and the Board shall recognize no other as authorized representatives.
- c. Copies of this agreement will be reproduced at the expense of Board of Education and distributed by the President of the Office Staff Association to all office staff. Said agreement shall be reproduced by the Board of Education within 60 days of ratification by both parties.

## **3. EMPLOYEE STATUS AND RIGHTS**

### **3.1 Right to Join Association**

Employees shall have the right to join and participate in the activities of the Association.

### **3.2 Vacancies and Transfers**

No vacancy or new position will be filled by hire, transfer or promotion until notice of such vacancy has been posted in each school office and the Administration Office and present employees have had an opportunity to apply for such position and to have their application considered.

### **3.3 Temporary Assignments**

No employee will be assigned to perform substantial duties of a higher rated job for more than two



successive weeks. When an employee is assigned to a higher salaried position on a temporary basis, he/she will continue to receive his/her regular rate of pay for such period of not more than two weeks. Should he/she continue in the higher salaried position beyond two weeks, there shall be a review of his/her performance by a representative of the Board and by a representative of the Association. Should it be determined jointly by them that the employee is meeting normal performance standards then he/she should be assigned the higher salary beginning the third week. Should they jointly not agree that his/her performance justifies the higher salary he/she may be requested by the Superintendent to continue on the higher salaried position for two more weeks at his/her regular salary. At the end of the four week period, the employee shall be given the higher regular salary of the job he/she is performing or be returned to his/her former position on the basis of his/her inability to meet performance standards.

### 3.4 Conference Attendance

- a. Employees will be encouraged to attend conferences of associations of educational secretaries. There will be an appropriation of \$2,000 for each year of the Agreement for conferences for the Unit. Recommendations as to the conferences to be attended, the use of such appropriation and those who are to attend will be made by a committee consisting of the President of the Office Staff Association, one employee from the Office Staff appointed by the President of the Association and one employee who is not a member of the Office Staff Association appointed by the Superintendent of Schools. Final approval of conference attendance rests with the Superintendent of Schools.

The unit President or his/her designee may use one day per year to attend a conference of his/her choice without leave deduction.

- b. Any employee who is required by the employer to take an in-service course or a college course, after completing a normal work shift, will be reimbursed by the Board for the course and fees, plus one and a half times the employee's hourly rate of pay, plus all transportation expenses in accordance with IRS regulations governing per mileage rates not considered taxable income.

### **3.5 Personnel Records and Files**

- a. Subject to reasonable District procedures, any employee may examine her/his official personnel file (except for pre-employment materials deemed confidential).
- b. An employee's record may not be adversely affected by any matter not contained in such official personnel file.

## **4. HOURS AND WORKING CONDITIONS**

### **4.1 Overtime**

- a. Time worked at the direction of a supervisor with the approval of the Superintendent of Schools before or after the general starting or departure time for that day on a day when the office is open, on a Saturday, or on a snow day as set forth in the annexed schedule, or on a day when school is otherwise closed, shall constitute overtime and shall be compensated on the basis of time and one-half above normal salary (i.e., the per diem or per hourly rate as the case may be.)
- b. Time worked in a Sunday or legal holiday shall be compensated at double time.
- c. Days "when the school is otherwise closed" shall include (a) days when the schools are closed due to inclement weather and (b) all days of the Winter, Midwinter and Spring recesses.

### **4.2 Office Hours**

Office hours are to be determined according to the schedule followed in the particular office but will provide for a thirty-five (35) hour week. The July and August work week will consist of four seven and one-half (7½) hour work days.

## **5. Compensation**

### **5.1 Salaries**

Unit members shall be paid in accordance with the salary schedules as displayed in Appendix I, effective July 1st of each contract year.

## 5.2 Longevity Increments

Longevity increments: The longevity shall be applied to eligible employees upon completion of the following number of years of service with the Rockville Centre Schools:

### Longevity Payment

<u>Years of Service</u>	<u>Amount</u>
15	700
20	1400
25	2100

Years of service will be calculated on the employee's anniversary date.

## 5.3 Promotions

When an employee in a competitive classification is promoted to a position of a higher classification, he/she will be placed on the same numbered placement step in the classification.

## 5.4 Switchboard Operator

Switchboard Operator's stipend is \$1730 for the 1996/97 school year, \$1791 for the 1997/98 school year, \$1845 for the 1998/99 school year and \$1899 for the 1999/00 school year, as compensation for working an additional fifteen (15) minutes each day, effective July 1, 1996.

# 6. EMPLOYEE BENEFITS

## 6.1 Group Health Insurance

- A. The Board of Education shall provide health insurance coverage to unit members and retirees in accordance with terms set forth below. Regardless of the health plan provided, effective July 1, 1998, active employees will contribute 4% for family and/or individual coverage, and retired employees will pay 10% of the cost of the plan premium. Effective July 1, 1999, active employees will contribute 5% for family and/or individual coverage, and retired employees will pay 10% of the cost of the plan premium. Those enrolled in GHI and HIP options will also pay whatever additional costs may exist now or in the future between the Statewide option cost and the cost for GHI and HIP option. Retired employees whose gross income falls

below that income that would make them eligible for the senior citizen property tax exemption as established by Nassau County will be exempt from paying the 10% cost of the plan premium.

- B. The Rockville Centre Office Staff Association will allow the Administration to pursue alternative health insurance programs under the following conditions:
1. Employee representation, exclusive of principals, assistant principals, deans, etc., on benefit committees and all other administrative committees must be equal to administration representation. Votes of any trust committee or benefit committee must be by two-thirds majority.
  2. Any plan considered by the District must have benefits equivalent to the Empire Plan as it existed on September 1, 1988.
  3. Any health plan considered by the District must be presented to the Office Staff Association for independent analysis and approval in advance of implementation.
- C. The Administration agrees to continue to provide health insurance coverage for retirees in the same program as is provided for active employees. The District agrees to acknowledge the Rockville Centre Office Staff Association as the agent for the retirees with regard to any disputes, complaints, controversies or grievances that arise in violation of this health insurance provision other than disputes over benefit structure.
- D. Active unit members shall have the annual option to withdraw from the health insurance program. Active unit members who exercise this option must notify the District in writing by August 1 and shall receive a check in June for a lump sum payment equal to 50% of the premium the District would have paid on their behalf. Active unit members shall have the right to re-enter the insurance plan provided the unit member gives the District at least a thirty (30) calendar day written notice of re-entry into the insurance plan. If there is a re-entry prior to the end of the withdrawal year, the employee shall be entitled only to a pro-rata share of the 50% premium cost.

## 6.2 Insurance

Effective July 1, 1993 a Benefit Fund will be established and administered by the Association in conformance with the law, for the purpose of providing benefits for members of the bargaining unit. The employer will contribute \$400 per employee for the 1996/97, \$450 per employee for the 1997/98, \$500 per employee for the 1998/99 and \$550 per employee for the 1999/00 contract years. District payments to the Fund shall be made on July 1st of each school year.

## 6.3 Retirement Plan

All office staff employees are eligible for inclusion in the non-contributory one-sixtieth retirement benefit retroactive to 1938.

## 6.4 Vacation for Twelve Month Employees\*

<u>ACCUMULATED SERVICE</u>	<u>VACATION DAYS TO BE CREDITED</u>
After 1 complete year	10 days vacation**
After 2 complete years	13 days vacation
After 3 complete years	17 days vacation
After 7 complete years	20 days vacation

\*Employees hired under the discontinued "Category B", whose work year followed the school calendar regarding vacation, recesses and holidays shall continue to have the same work year. A "Category B" employee shall be entitled to twenty (20) days vacation as per this paragraph, if the employee was hired prior to July 1, 1976. If hired on or after July 1, 1976, vacation shall be in accordance with the schedule set forth in this paragraph. Such vacations may be selected by employees on notice and compatible with administrative needs and efficiency.

\*\*Vacation credits may not be used during the first six months of employment. Employees who do not successfully complete the probationary period acquire no rights to vacation. Following the completion of the probationary period, vacation will be credited to the employee monthly. At the completion of probation, during the first year of service, employees may be advanced three (3) months' vacation credit upon approval of the Superintendent or his delegate. Pro rata pay will be deducted from employees who may be advanced vacation credit in the event they leave the employ of the district before vacation credit is earned. Vacation must be utilized within twelve (12) months after the end of the school fiscal year in which the vacation is earned.

## **6.5 Terminal Pay**

An office staff member shall give to the Board a written statement of intention to retire under the New York State Employee's Retirement System 2-1/2 months in advance of such retirement shall be entitled to receive a Terminal Pay Allowance amounting to \$35.00 for each 2 accumulated unused days for personal illness, to a maximum of 180 days, and effective with the 1999/00 school year, the maximum number of days that may be accumulated shall be 200, accumulated pursuant to the sick leave provision set forth in Article 6.6, provided that:

1. Such office staff member shall have, upon the effective date of retirement, completed at least 10 (ten) years of service in the School District, and
2. Such unused days shall have been accumulated solely in the School District and shall comprise (a) at least 80 days, if the period of service is between 10 (ten) and 19 (nineteen) years; and (b) at least 100 (one hundred) days if the period of service is 20 (twenty) years or more or at least 100 (one hundred) days for 3 (three) consecutive years within five years preceding the effective date of retirement.
3. For purposes of calculation of Terminal Pay Allowance, the employee's accumulated sick leave time shall include the employee's accumulated leave as of June 30 preceding the date of retirement plus a pro-rata number of unused sick and personal leave accrued to the date of retirement.
4. The allowance paid to the office staff member, pursuant to the first paragraph, shall be paid in one lump sum within 30 (thirty) days following the effective date of retirement. The said payment, however, shall not constitute part of the office staff member's salary for the purpose of computing benefits payable under the Employee's Retirement System.

## **6.6 Employee Absences**

- A. Absences of employees may be permitted without deduction of salary up to an annual allowance of 15 days per year. Of these fifteen (15) days, ten (10) may be allowed for personal illness and five (5) days for other than personal illness may be used for reasons listed in Section L below. Unused days shall be cumulative to a maximum of 180 days with the cumulative portions available for personal

illness leave only. The following shall apply to these leaves:

1. "PERSONAL ILLNESS"- Ten (10) days per year. An employee who has been absent more than five (5) consecutive working days because of personal illness, shall submit a physician's statement within the tenth school day of the commencement of the absence.
  2. "REASONS OTHER THAN PERSONAL ILLNESS"- Five (5) days per year, as further defined in Section L below. Absences will be permitted for single days or two (2) consecutive days for only the reasons listed in Section L below. The signing of Form X is the employee's certification that the reason(s) for the absence conform to the list in Section M.
- B. For part-time (40% or more) persons, whose contract of employment is longer than six months, the proportionate amount of leave shall apply.
- C. 1. At the commencement of each school year, each employee shall be credited with the total of (a) the number of his unused leave days accumulated to a maximum of 180 days as of the preceding school year and (b) the fifteen (15) days of leave (being the total of items "A.1" and "A.2" (above) for the then ensuing school year. The resulting total of "(a)" and "(b)" shall constitute, for the purpose of this paragraph "C", an employee's "Total Leave Time."
2. Additional sick leave days, as hereinafter computed, shall be known as an employee's "Extended Sick Leave Time." Provided an employee shall have accumulated a minimum of forty (40) days of Total Leave Time, as computed above, at the commencement of the school year he/she shall thereupon be granted a "credit" of additional sick leave days equal in number to one-third of the maximum number of days of "Total Leave Time" accumulated on September 1 of any school year since he/she last made use of his/her "Extended Sick Leave Time."
3. If personal illness during a school year requires an employee to be absent, in the aggregate, a period of time in excess of Total

Leave Time, he/she shall be entitled to the use of Extended Sick Leave Time, during which, however, he/she shall be compensated only at their regular daily salary rate less the daily rate of pay for a substitute employee.

4. In the event that an employee shall have used up by the end of the school year all Total Leave Time and he/she has remaining a credit of all or a part of Extended Sick Leave Time, then such credit so remaining shall be available to the employee in the school year immediately following.
- D. Absences for reasons other than those for personal illness, in excess of five (5) days in a year, which are authorized and for which full deduction is applicable may, at the discretion of the Superintendent, have such deduction modified to deduction at the minimum rate of substitute pay.
  - E. The following absences are non-deductible from cumulative allowance, shall be without loss of salary and request therefore shall be made on Form Y as prescribed in Section L below.
    1. DEATH IN THE IMMEDIATE FAMILY - Three (3) working days of absence will be approved for each death in the immediate family (parent, child, sister, brother, spouse, mother-in-law, father-in-law and grandparents).
    2. JURY DUTY - Notice of Jury Duty must be submitted to the Superintendent. The employee shall reimburse the district in an amount equal to the jury fee received. (See also Policy 4156).
    3. QUARANTINE - Employees absent by reason of quarantine imposed by Doctor's order due to illness caused by a contagious disease of a resident member of the household will submit a doctor's certificate explaining the order. Absence will be approved for the duration of the quarantine.
  - F. Full deduction of pay shall be applied for days of unauthorized absence.
  - G. In unusual circumstances, the Board of Education may, on the recommendation of the Superintendent of Schools, grant full time members of the staff leave of absence for health reasons in addition to provisions stipulated above.
  - H. Effective July 1, 1993 the Association will establish a



committee to implement a sick bank, as follows:

- 1) Employees who have a permanent appointment with the Rockville Centre Schools will be eligible to participate in a district "sick bank" administered by the Rockville Centre Office Staff Association. Applications for use of sick bank days should be made to the Rockville Centre Office Staff Association President.
- 2) Each employee will be able to voluntarily contribute up to three (3) days of sick leave annually, either from his/her accumulated days or from his/her current allocation of sick days. These days will be added to the bank. The additions to the sick bank will take place by September 30th of each year.
- 3) An eligible employee who has exhausted his/her accumulated sick leave may borrow days from the sick bank, up to a maximum of seventy-five (75) work days. The borrowing employee must provide a medical certificate indicating the diagnosis and approximate number of days of expected absence.
- 4) No employee will be required to pay back these days that are used from the sick bank.
- 5) If, in a given year, the total number of sick days in the bank falls below seventy-five (75), the employees shall have the opportunity to voluntarily contribute up to three (3) additional days of their accumulated sick leave.
- 6) The purpose of the sick bank is to afford protection to employees who become victims of a prolonged illness or absence due to injury.
- 7) Whenever the district is reimbursed by Worker's Compensation for sick leave days, the employee's sick days will not be deducted from either his/her yearly or accumulated sick days.

I. Leaves of Absence for Child Care and/or Child Rearing

1. Upon written request, an employee shall be granted a leave of absence for the duration of the school year in which the request is made up to one (1) year for the purposes of child care and child rearing. Upon further request by the

employee, said leave will be extended for an additional school year. In no event shall this leave of absence exceed two (2) years. Said leave shall be without pay. The employee shall have the option of applying to have the leave commence prior to the birth of the child.

2. Except where an emergency prevents the giving of such notice, the employee's written request for a child care and/or child rearing leave shall be made to the Superintendent or his/her designee at least thirty (30) days prior to the effective date on which the employee's leave is to begin. The above leave may be extended for successive one (1) year periods at the sole discretion of the Superintendent.
3. An employee adopting a child (i.e., three (3) years of age or less) shall be entitled, upon ninety (90) days prior written notice, to a leave of absence without pay for a period not to exceed two years to commence at any time during the first year after receiving de facto or de jure custody of said infant child or prior to said custody if necessary in order to fulfill legal requirements for adoption. Such 90 days' prior notice may be waived in part or in whole under unusual circumstances in the sound discretion of the Board.
4. If an employee has been granted a total of six years leave of absence under this provision no further child care leave shall be granted to that person.
5. Provided one hundred twenty (120) days written notice be given to the Superintendent, an employee returning from a leave of absence and/or sick leave shall have the right to be restored to the same position which such employee held at the time said leave commenced. In the discretion of the Board, the date of restoration, in the case of an employee who exercised her/his leave rights pursuant to subparagraphs "1" - "4", shall be her/his ability to perform her/his normal duties. In the event a position, to which an employee would otherwise have the right to be restored, shall have been abolished, such employee shall be entitled to the rights set forth in Article V, Para. C of the Teachers' Association Agreement.

- J. All insurance benefits for employees of the School District will be available to persons on leave of absence without pay with the employee assuming full costs.
- K. Employees granted leaves of absence are ethically committed to return to the Rockville Centre Schools for a period of at least one year.
- L. Employees who have been granted one year leave of absence will be reinstated in their previous building upon their return and in their previous position unless the position no longer exists. For those employees who may be granted leaves of absence for periods in excess of one year the Board shall make all reasonable efforts to reinstate such employees in their previous building.
- M. Employees who expect to be absent for reasons other than personal illness and "illness in the immediate family," prior to the absence, must submit a completed Form X to the Superintendent and a copy to the Principal or in the case of Civil Service employees, a copy to the Superintendent and to the immediate supervisor.

Requests for absences that conform to the reasons listed below are to be submitted on Form X. All other requests for absences are to be submitted on Form Y. In emergency situations, employees are expected to make every effort to communicate with the Principal or Supervisor prior to the absence if insufficient time is available for the written request. In these cases, the employee should submit Form Y on his/her return.

On return from any absence, an employee shall file a completed Form 35 with his/her Principal or Supervisor (Civil Service employees) who will forward it to the Superintendent's Office.

The following are approvable as absences for reasons other than personal illness as certified by the employee and should be requested on Form X.

- Legal:
  - To Appear in Court
  - To appear at Internal Revenue Office for audit purposes
  - To close on a house
- Family:
  - To take son or daughter to college
  - To attend son's, daughter's or spouse's college graduation

To be with someone in immediate family having a serious operation  
To take or bring home from the hospital a member of the immediate family  
To move to a new home  
Illness in the immediate family  
Additional days for death in the immediate family beyond days permitted by Article 6.6 (E).

**Education:** To take a comprehensive or qualifying examination for an advanced degree  
To receive a degree

**Religious:** To attend a special religious ceremony involving a member of the immediate family  
To observe a total of two (2) religious holidays, provided request therefore is made on Form X prior to June 15 of the preceding school year. When the date of employment makes such a request date impractical, the employee will submit his/her request within two (2) weeks of the commencement of employment. The religious holidays for which absence is approvable are confined solely to those recognized by the New York State Commissioner of Education in his annual list of "Days of Religious Observance."  
To attend funerals of persons other than immediate family.

**Note:** A request to be absent for additional religious observance is to be filed on Form Y and, if the request is granted, deduction will be made at the minimum substitute rate.

#### **6.7 Educational Degree Stipends**

The District shall provide an annual stipend in the amount of \$500 for an Associate's Degree and \$1,000 for a Bachelor's Degree earned by an employee which shall be added to such employee's salary after the employee's annual percentage increase is calculated.

### **7. WORKING CONDITIONS**

#### **7.1 Student Discipline and Personal Protection**

- a. An employee may use such reasonable force as is necessary and lawful to protect herself/himself

from attack or to prevent injury to another employee or student.

- b. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative.
- c. If an employee is sued as the result of any lawful action taken by the employee while in the scope and performance of her/his employment, the Board will save harmless and protect all such employees in accordance with Section 3023 of the New York State Education Law.
- d. No disciplinary action shall be taken against an employee upon a complaint of a parent, of a student or of any other person unless notice of such complaint is promptly given to the employee involved.
- e. No employee will be required to work alone in any building before or after school hours.

#### 7.2 Property Protection

- a. The Board will require no employee to transport a student in his/her personal automobile.
- b. The Board shall reimburse an employee to the extent of the district's insurance policy for loss, damage, destruction or theft of personal property while on duty in the school or on the school premises.
- c. Transportation allowance shall be in accordance with the amount allowed by the Internal Revenue Service and shall be for authorized school business when said employee uses his/her own car, in accordance with Board Policy.
- d. Time lost by employees as a result of personal injury sustained while in the performance of duties shall not be charged against the employees. Included within the scope of this sub-section are court appearances, administration hearings, conferences with members of the Administration and/or the Board, time required for medical treatment and recovery and time spent with law enforcement officials.

## **8. GRIEVANCE PROCEDURE**

### **8.1 Definitions**

- a. **Employee** shall mean: i) a member of the negotiating unit, ii) a group of members of the negotiating unit, iii) the Association.
- b. **Grievance** shall mean an alleged violation by the employer of an express or specific provision of this contract.

### **8.2 Basic Standards and Principals**

- a. Each employee shall have the right to present his/her grievance according to the provisions contained herein, free from interference, coercion, restraint, discrimination, or reprisal.
- b. Beginning with Step 1, as described below, the employee shall have the right to a hearing at which he/she may appear in person and/or be represented and at which he/she may present oral and written statements.
- c. Copies of every written statement submitted at each stage shall be provided for each party to the grievance.
- d. The grievance procedure herein shall not be interpreted as limiting in any way the right of an individual to discuss informally with his/her supervisors any matter that is of concern to him/her or seeking the informal resolution of any grievance.

### **8.3 Adjustment of Grievance**

Grievances shall be presented and adjusted in the following manner:

#### **a. School level (Step 1)**

Any employee may, either orally or in writing, present a grievance to his/her immediate supervisor within a reasonable time following the act or condition which is the basis of complaint.

The employee and the supervisor shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, an employee may appear personally or he/she may be represented by an Association representative.

Whenever a grievance presented to a supervisor by the employee personally would involve the interpretation and/or construction of the terms of this agreement, or would affect the working conditions or welfare of the employees of the bargaining unit, he/she shall give the Association the opportunity to be present and state the views of the Association.

The supervisor shall communicate his/her decision to the aggrieved employee and to the Association within five (5) school days after receiving the complaint. When the grievance has been presented in writing, the decision shall be in writing.

**b. Superintendent of Schools (Step 2)**

If the grievance is not resolved at Step 1, the aggrieved employee or the Association may appeal from the decision of Step 1 to the Superintendent of Schools within ten school days after the decision of the supervisor has been received. The appeal shall be in writing, shall set forth the reasons for the appeal, and shall be accompanied by a copy of the decision of Step 1.

The Superintendent of Schools or her/his designated representative shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee shall be given at least two (2) school days notice of the conference and an opportunity to be heard. The employee may appear alone or he/she may be represented by the Association, in which event no more than three persons, excluding the grievant, shall appear on his/her behalf.

When the aggrieved employee is not represented by the Association at this step, the Superintendent of Schools shall furnish the Association with a copy of the appeal from Step 1 together with the notice of the date of the conference. In such cases, the Association may be present and state its views whenever the decision on the grievance would involve the construction and/or interpretation of the terms of this Agreement, or would affect the working conditions or welfare of the employees in the bargaining unit.

The Superintendent of Schools shall communicate his/her decision in writing, together with the supporting reasons, to the aggrieved employee

and/or the Association within fifteen (15) school days after receiving the appeal.

The supervisor shall also receive a copy of the decision at this step.

**c. Board of Education (Step 3)**

If the grievance is not resolved at Step 2, the aggrieved employee may appeal from the decision of Step 2 to the Board of Education within ten (10) school days after the decision of the Superintendent of Schools has been received. The appeal shall be in writing, shall set forth the reasons for the appeal, and shall be accompanied by a copy of the decision at Step 2.

The Board of Education, or by a committee thereof, shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the grievance. The employee and the Association shall be given at least three (3) school days notice of the conference and an opportunity to be heard. An employee may appear alone or he/she may be represented by the Association, in which event no more than three persons, excluding the grievant, shall appear on her/his behalf. When an employee is not represented by the Association at this step, the Board of Education shall furnish the Association with a copy of the appeal from Step 2 together with the notice of the date of the conference. In such cases, the Association may be present and state its views whenever the grievance would involve the application or interpretation of the terms of this agreement, or would affect the working condition or welfare of the employees in the bargaining unit.

The Board of Education shall communicate its decision in writing, together with the supporting reasons, to the aggrieved employee and/or the Association within fifteen (15) school days after receiving the appeal.

**8.4 Special Procedures for Grievance Relating to Salary and Leave Matters**

Any grievance relating to salary and leave matters shall be filed directly with the Superintendent of Schools and all procedures applicable to Step 2 shall be followed. The grievance shall be filed within a reasonable time following the act or condition which is the basis of this complaint.



#### **8.5 Special Types of Grievances or Complaints**

- a. Grievances arising from the action of officials other than the immediate supervisor may be initiated in writing directly with the Superintendent of Schools.
- b. Where a substantial number of employees have a complaint arising from the action of authority other than the immediate supervisor, the Association may initiate in writing a group grievance on their behalf.
- c. The Association has the right to initiate in writing or appeal a grievance involving a violation. Such grievance shall be initiated with the Superintendent of Schools.

#### **8.6 Appearance and Representation**

Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such conferences are held during the working hours of employees whose attendance is required, such employees shall be excused without loss of pay for that purpose.

#### **8.7 Time Limits**

- a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall not constitute a sustaining of the grievance but it shall permit the employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- b. The time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.

#### **8.8 Arbitration**

A grievance dispute which was not resolved at Step 3 may be submitted by the employee and/or by the Association to an arbitrator for decision if it involves a dispute as to the interpretation and/or construction of the agreement (including any Board Policy or Regulation expressly referred to therein).

A grievance may not be submitted to any arbitrator unless a decision has been rendered by the Board of Education under the Grievance Procedure, except in cases where, upon the expiration of the fifteen (15) day time limit for decision, the aggrieved employee or the Association filed notice with the Board of Education of intention to submit the grievance to arbitration and no decision was issued by the Board of Education within twenty (20) school days after receipt of such notice. The employee may proceed personally or through the Association. Where the employee is not represented by the Association, the Association may submit its views to the Arbitrator.

The proceeding may be initiated by filing with the Board and the American Arbitration Association a notice of arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Board of Education under the Grievance Procedure, or, where no decision has been issued in the circumstance described above, three (3) days following the expiration of the twenty (20) day period provided above. The notice shall include a brief statement setting forth the issue to be decided by the arbitrator and the specific provision of the Agreement involved.

The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding insofar as they relate to the appointment of arbitrators and hearings. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his/her decision and/or construction of the provisions to the Agreement, and he/she shall be without power or authority to make any decision,

1. contrary to, inconsistent with, modifying or varying in any way, the terms of the Agreement or of applicable law or rules or regulations having the force and effect of law;
2. involving Board discretion or policy under the provisions of the Agreement except that he/she may decide in a particular case that the Board's interpretation or construction of policy was so arbitrary or capricious as to constitute an abuse of discretion.

The decision of the arbitrator will be accepted as final

by the parties to the dispute and both will abide by it.

The arbitrator may recommend an appropriate remedy where he/she finds a violation of this Agreement.

The arbitrator's fees and expenses will be shared equally by the parties to the dispute.

#### **8.9 General Provisions as to Grievances and Arbitration**

The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject however, to the final decision on the grievance.

Nothing contained herein shall be construed to prevent any individual employee from presenting and processing a grievance through the procedures provided herein.

Nothing contained herein shall be construed to deny any employee any rights granted under any applicable law or rules or regulations having the effect of law.

### **9. DUES DEDUCTION**

#### **9.1 Salary Deduction**

The Board shall deduct from the salaries of employees who are members of the Association, the dues required for membership therein and such of its affiliated organizations as it may designate in writing. All employees who wish to have dues deducted from their salaries shall individually and voluntarily authorize the Board to make the deductions in writing on a form. (see attached section 9.4)

The Union shall indemnify the District on account of any recovery of refund obtained by such non-member of the Union against the District pursuant to this section and shall further indemnify and save the District harmless from any and all costs out of litigation in any form concerning the application of the provisions of this Article.

#### **9.2 Agency Fee**

Every member of the negotiating unit who is not a member of the Association shall pay the Association an agency shop fee deduction ("agency fee"). The agency fee shall be paid in the same manner as the dues "check-off". The agency fee shall continue in effect until (a) the employee shall cease to be employed by

the district; (b) the employee shall cease to be employed by the District in a position included in a different negotiating unit.

Whenever the Board is required to deduct and pay over an agency fee, no such deduction or payment shall be made by the District until and unless the Association shall file with the District a written order, in the manner and on a form to be mutually agreed upon by the Board and the Association, stating the amount of the agency fee to be so deducted and paid on account by such employee. Whenever the District shall deduct and pay over any such authorized amounts to the Association, the District shall not be liable to see the proper application of such funds by the Association or its officers or agents.

The Association shall certify to the Board in writing the current rate of agency fee. The Association will give the Board thirty (30) days written notice prior to the effective date of any changes in the agency fee.

The agency fee deductions referred to in this article shall be made in installments during the school year as shall be specified by the Association in writing.

The Association agrees to save and hold harmless the District from loss, expenses, damages, costs and attorneys' fees that may accrue as a result of the aforesaid agency fee provisions, by reason of any action or suits brought against the District by an employee in the unit aggrieved by the implementation of said agency fee provisions.

The Association will participate in all legal actions or proceedings brought which relate to the aforesaid agency fee provisions to the fullest extent possible. Representation of the Association by attorneys retained by the Office Staff Association will be deemed as fulfilling the conditions of this paragraph.

### **9.3 Payroll Deductions**

The District will honor authorizations in legal form for salary deductions to be made payable to the Nassau Educators Federal Credit Union.

**2.4 PAYROLL DEDUCTION AUTHORIZATION**  
**ROCKVILLE CENTRE OFFICE STAFF ASSOCIATION**

- a) Dues for Association members.  
b) Dues for Association non-members.

\_\_\_\_\_  
Last Name                                      First                                      Building

\_\_\_\_\_  
Address

TO: Board of Education  
Rockville Centre Union Free School District

I hereby request and authorize you to deduct from my salary and to transmit to the Rockville Centre Office Staff Association the following:

- a) \_\_\_\_\_ dues necessary for membership in the Association and its affiliated organizations.  
b) \_\_\_\_\_ an amount equivalent to said dues although I do not wish to be considered for membership in the Association.

I hereby waive all right to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all of its officers from any liability therefore. This authority shall be continuous while employed in this School District or until withdrawn by written notice on or before September 15th of any year with respect to the dues for the coming year.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Association will provide the Board with a list of those employees who have voluntarily authorized the Board to deduct dues pursuant to (a) above. The Association will notify the Board monthly of any changes in such list. Any employee desiring to have the Board discontinue deductions he/she has previously authorized must notify the Board and the Association in writing by September 15 of each year for that school year's dues.

The Board agrees that it will not accord dues deductions to any organization representing employees in the unit covered by this contract.

Dues shall be deducted in the first ten (10) checks following thirty (30) days after the Association submission of its membership list.

**STATUTORY NOTICE**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

DATED:      ROCKVILLE CENTRE, NEW YORK

BOARD OF EDUCATION

BY

DATED

12/19/97

ROCKVILLE CENTRE OFFICE STAFF ASSOCIATION

BY

DATED

12/18/97

# APPENDIX I

## 1996/97 Schedules (12 MONTHS)

step	cl	tc	st/stc	ss	co	ac	sa
1	20508	21028	22319	24160	28604	23751	25761
2	21618	22133	23583	25477	29446	24591	26543
3	22473	22992	24514	26284	30280	25467	27576
4	23421	23945	25506	27084	31133	26290	28393
5	24247	24766	26468	28366	31993	27204	29306
6	25143	25666	27564	29364	32858	28179	30410
7	25963	26484	28677	30512	33740	29169	31689
8	26834	27355	29564	31298	34615	30159	32556
9	27768	28286	30410	32002	35447	31078	33869
10	28578	29097	31220	32813	36260	31889	34679
11	29389	29909	32032	33625	37071	32700	35492
12	30201	30720	32843	34435	37881	33512	36303

## 1996/97 Schedules (11 MONTHS)

step	cl	tc	st/stc	ss	co	ac	sa
1	18799	19276	20459	22146	26220	21772	23615
2	19816	20288	21618	23354	26992	22542	24331
3	20600	21076	22471	24093	27757	23344	25278
4	21469	21950	23380	24827	28538	24099	26027
5	22227	22702	24262	26002	29327	24937	26863
6	23048	23527	25267	26917	30120	25831	27876
7	23800	24277	26287	27969	30928	26738	29048
8	24597	25075	27100	28689	31731	27646	29843
9	25454	25929	27876	29335	32493	28488	31047
10	26197	26673	28619	30078	33238	29231	31789
11	26940	27417	29363	30823	33981	29975	32534
12	27684	28160	30106	31565	34725	30719	33278

## 1996/97 Schedules (10 MONTHS)

step	cl	tc	st/stc	ss	co	ac	sa
1	17090	17524	18599	20133	23837	19792	21468
2	18015	18444	19652	21231	24538	20493	22119
3	18727	19160	20428	21903	25233	21222	22980
4	19518	19954	21255	22570	25944	21908	23661
5	20206	20639	22057	23639	26661	22670	24421
6	20953	21388	22970	24470	27382	23482	25341
7	21636	22070	23898	25426	28116	24307	26407
8	22361	22796	24637	26081	28846	25133	27130
9	23140	23572	25341	26668	29540	25898	28225
10	23815	24248	26017	27344	30217	26574	28899
11	24491	24924	26693	28021	30892	27250	29576
12	25167	25600	27369	28696	31568	27927	30253

1997/98 Schedules (12 MONTHS)

step	cl	tc	st/stc	ss	co	ac	sa
1	21226	21764	23100	25005	29605	24582	26663
2	22374	22907	24408	26369	30476	25452	27472
3	23259	23796	25372	27203	31340	26358	28541
4	24241	24783	26399	28032	32222	27210	29387
5	25096	25633	27394	29359	33113	28156	30331
6	26023	26564	28529	30392	34008	29165	31474
7	26872	27411	29681	31580	34921	30189	32798
8	27773	28312	30599	32393	35827	31215	33696
9	28740	29276	31474	33122	36688	32166	35055
10	29579	30116	32313	33961	37529	33005	35893
11	30418	30956	33153	34802	38368	33845	36734
12	31258	31795	33992	35640	39207	34685	37574

1997/98 Schedules (11 MONTHS)

step	cl	tc	st/stc	ss	co	ac	sa
1	19457	19951	21175	22921	27138	22534	24441
2	20510	20998	22374	24171	27937	23331	25183
3	21321	21813	23258	24936	28728	24162	26163
4	22221	22718	24199	25696	29537	24942	26938
5	23005	23497	25111	26912	30353	25810	27804
6	23855	24350	26151	27859	31174	26735	28851
7	24633	25127	27208	28948	32011	27674	30065
8	25458	25953	28049	29694	32841	28614	30888
9	26345	26836	28851	30362	33631	29485	32134
10	27114	27606	29620	31131	34402	30254	32902
11	27883	28376	30390	31902	35171	31025	33673
12	28653	29145	31159	32670	35940	31795	34443

1997/98 Schedules (10 MONTHS)

step	cl	tc	st/stc	ss	co	ac	sa
1	17688	18137	19250	20838	24671	20485	22219
2	18645	19089	20340	21974	25397	21210	22893
3	19383	19830	21143	22670	26116	21965	23784
4	20201	20653	21999	23360	26852	22675	24489
5	20913	21361	22829	24466	27594	23464	25276
6	21686	22137	23774	25327	28340	24304	26228
7	22393	22843	24734	26316	29100	25158	27332
8	23144	23593	25499	26994	29856	26013	28080
9	23950	24397	26228	27602	30573	26805	29212
10	24649	25097	26927	28301	31274	27504	29911
11	25348	25797	27628	29002	31973	28204	30612
12	26048	26496	28327	29700	32673	28904	31312



1998/99 Schedules (12 MONTHS)							
step	cl	tc	st/stc	ss	co	ac	sa
1	21863	22417	23793	25755	30493	25319	27463
2	23045	23594	25140	27160	31391	26216	28296
3	23957	24510	26133	28020	32280	27149	29398
4	24968	25527	27191	28873	33189	28026	30268
5	25849	26402	28216	30240	34106	29001	31241
6	26804	27361	29384	31304	35028	30040	32418
7	27678	28234	30571	32527	35968	31095	33782
8	28606	29162	31517	33365	36902	32151	34707
9	29602	30154	32418	34116	37789	33131	36107
10	30466	31019	33282	34980	38655	33995	36970
11	31330	31885	34148	35846	39519	34860	37836
12	32195	32749	35012	36709	40383	35726	38701

1998/99 Schedules (11 MONTHS)							
step	cl	tc	st/stc	ss	co	ac	sa
1	20041	20549	21810	23609	27952	23210	25174
2	21125	21628	23045	24896	28775	24031	25938
3	21960	22468	23955	25685	29590	24886	26948
4	22887	23400	24925	26467	30423	25691	27746
5	23695	24202	25865	27720	31264	26584	28638
6	24570	25081	26936	28695	32109	27537	29717
7	25372	25881	28024	29816	32971	28504	30967
8	26222	26731	28890	30584	33826	29472	31814
9	27135	27641	29717	31273	34640	30370	33098
10	27927	28434	30509	32065	35434	31162	33889
11	28719	29228	31302	32859	36226	31955	34683
12	29512	30020	32094	33650	37018	32748	35476

1998/99 Schedules (10 MONTHS)							
step	cl	tc	st/stc	ss	co	ac	sa
1	18219	18681	19828	21463	25411	21100	22886
2	19205	19662	20950	22633	26159	21846	23580
3	19964	20425	21778	23350	26900	22624	24498
4	20807	21272	22659	24061	27658	23355	25224
5	21541	22002	23513	25200	28422	24168	26034
6	22337	22801	24487	26086	29190	25033	27015
7	23065	23528	25476	27106	29973	25913	28152
8	23838	24301	26264	27804	30751	26793	28922
9	24668	25128	27015	28430	31491	27609	30089
10	25388	25849	27735	29150	32213	28329	30808
11	26108	26571	28456	29872	32933	29050	31530
12	26829	27291	29177	30591	33653	29771	32251

1999/00 Schedules (12 MONTHS)							
step	cl	tc	st/stc	ss	co	ac	sa
1	22497	23067	24483	26502	31378	26054	28259
2	23714	24279	25870	27947	32301	26976	29117
3	24652	25221	26891	28832	33216	27936	30250
4	25692	26267	27979	29710	34152	28839	31146
5	26598	27168	29034	31117	35095	29842	32147
6	27581	28154	30237	32212	36044	30911	33358
7	28481	29052	31458	33470	37011	31997	34762
8	29435	30007	32431	34332	37972	33084	35713
9	30460	31029	33358	35105	38885	34092	37154
10	31349	31919	34248	35994	39776	34981	38042
11	32239	32809	35138	36886	40665	35871	38933
12	33129	33698	36027	37774	41555	36762	39823

1999/00 Schedules (11 MONTHS)							
step	cl	tc	st/stc	ss	co	ac	sa
1	20622	21145	22443	24294	28763	23883	25904
2	21738	22255	23714	25618	29609	24728	26690
3	22597	23119	24650	26429	30448	25608	27729
4	23551	24078	25647	27234	31306	26436	28551
5	24382	24904	26615	28524	32170	27355	29468
6	25283	25808	27717	29527	33040	28335	30579
7	26107	26631	28836	30681	33927	29331	31865
8	26983	27507	29728	31471	34807	30327	32737
9	27922	28443	30579	32180	35644	31251	34057
10	28737	29259	31394	32995	36461	32066	34872
11	29552	30075	32210	33812	37277	32882	35689
12	30368	30890	33025	34626	38092	33698	36505

1999/00 Schedules (10 MONTHS)							
step	cl	tc	st/stc	ss	co	ac	sa
1	18747	19223	20403	22085	26148	21711	23549
2	19762	20232	21558	23290	26917	22480	24264
3	20543	21018	22409	24027	27680	23280	25208
4	21410	21889	23316	24758	28460	24032	25955
5	22165	22640	24195	25931	29246	24869	26789
6	22984	23462	25197	26843	30037	25759	27799
7	23734	24210	26215	27892	30843	26664	28968
8	24530	25006	27026	28610	31643	27570	29761
9	25384	25857	27799	29254	32404	28410	30961
10	26125	26599	28540	29995	33147	29151	31701
11	26866	27341	29282	30738	33888	29893	32444
12	27608	28082	30023	31478	34629	30635	33186

Appendix I

**SPECIAL SCHEDULE – OFFICE STAFF ASSOCIATION**

<b><u>EMPLOYEE #</u></b>	<b><u>1996/97</u></b>	<b><u>1997/98</u></b>	<b><u>1998/99</u></b>	<b><u>1999/00</u></b>
17040	31,570	32,675	33,655	34,631
51713	34,184	35,380	36,441	37,498